

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

X

Index: 116091/07

FEDERAL INSURANCE COMPANY a/s/o TAKE
TWO INTERACTIVE SOFTWARE, INC. and
GREAT NORTHERN INSURANCE COMPANY
a/s/o RYAN BRANT and GWENN BRANT,

Plaintiffs,

VERIFIED
ANSWER

-against-

AMERICAN EAGLE OUTFITTERS, INC.,

Defendant.

X

NEW YORK
COUNTY CLERK'S OFFICE

MAR 04 2008

NOT COMPARED
WITH COPY FILE

Defendant AE OUTFITTERS RETAIL COMPANY i/s/h/a AMERICAN EAGLE
OUTFITTERS, INC. ("American Eagle Outfitters") by their attorneys, SHEPS LAW
GROUP, P.C., hereby Answer the Complaint, upon information and belief, as follows:

AS AND FOR AN ANSWER TO THE FIRST CAUSE OF ACTION ON BEHALF
OF AMERICAN EAGLE, UPON INFORMATION AND BELIEF, AS FOLLOWS:

1. American Eagle Outfitters denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in the paragraph entitled "1" of the Complaint.
2. American Eagle Outfitters denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in the paragraph entitled "2" of the Complaint.

3. American Eagle Outfitters denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in the paragraph entitled "3" of the Complaint.

4. American Eagle Outfitters denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in the paragraph entitled "4" of the Complaint.

5. American Eagle Outfitters admits the allegations contained in paragraph entitled "5" of the Complaint.

6. American Eagle Outfitters denies the allegations contained in paragraph entitled "6" of the Complaint as stated.

7. American Eagle Outfitters denies the allegations contained in paragraph entitled "7" of the Complaint.

8. American Eagle Outfitters denies the allegations contained in paragraph entitled "8" of the Complaint.

9. American Eagle Outfitters denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in the paragraph entitled "9" of the Complaint.

10. American Eagle Outfitters denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in the paragraph entitled "10" of the Complaint.

11. American Eagle Outfitters denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in the paragraph entitled "11" of the Complaint.

12. American Eagle Outfitters denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in the paragraph entitled "12" of the Complaint.

13. American Eagle Outfitters denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in the paragraph entitled "13" of the Complaint.

AS AND FOR THE FIRST CAUSE OF ACTION

14. American Eagle Outfitters denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in the paragraph entitled "14" of the Complaint.

15. American Eagle Outfitters denies the allegations contained in paragraph entitled "15" of the Complaint.

16. American Eagle Outfitters denies the allegations contained in paragraph entitled "16" of the Complaint.

17. American Eagle Outfitters denies the allegations contained in paragraph entitled "17" of the Complaint.

18. American Eagle Outfitters denies the allegations contained in paragraph entitled "18" of the Complaint.

18. (A) American Eagle Outfitters denies the allegations contained in paragraph entitled "18(A)" of the Complaint.

18. (B) American Eagle Outfitters denies the allegations contained in paragraph entitled "18(B)" of the Complaint.

18. (C) American Eagle Outfitters denies the allegations contained in paragraph entitled "18(C)" of the Complaint.

18. (D) American Eagle Outfitters denies the allegations contained in paragraph entitled "18(D)" of the Complaint.

18. (E) American Eagle Outfitters denies the allegations contained in paragraph entitled "18(E)" of the Complaint.

18. (F) American Eagle Outfitters denies the allegations contained in paragraph entitled "18(F)" of the Complaint.

18. (G) American Eagle Outfitters denies the allegations contained in paragraph entitled "18(G)" of the Complaint.

18. (H) American Eagle Outfitters denies the allegations contained in paragraph entitled "18(H)" of the Complaint.

19. American Eagle Outfitters denies the allegations contained in paragraph entitled "19" of the Complaint.

20. American Eagle Outfitters denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in the paragraph entitled "20" of the Complaint.

21. American Eagle Outfitters denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in the paragraph entitled "21" of the Complaint.

**AS AND FOR AFFIRMATIVE DEFENSES, AMERICAN EAGLE OUTFITTERS
PLEADS, UPON INFORMATION AND BELIEF, AS FOLLOWS:**

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE,
AMERICAN EAGLE OUTFITTERS ALLEGES, AS FOLLOWS:**

Plaintiff has failed to state a cause of action upon which relief can be granted.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE,
AMERICAN EAGLE OUTFITTERS ALLEGES, AS FOLLOWS:**

This action should not proceed in the absence of various entities who should be parties.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE,
AMERICAN EAGLE OUTFITTERS ALLEGES, AS FOLLOWS:**

If plaintiff did sustain injuries as alleged in the Complaint, which AMERICAN EAGLE OUTFITTERS specifically denies, such injuries were caused in whole or in part, or were contributed to by reason of the acts, omissions, wrongs, carelessness, negligence, want of care and culpable conduct of the plaintiff(s) and not by any acts, omissions, wrongs, carelessness, negligence, want of care, culpable conduct of AMERICAN EAGLE OUTFITTERS and plaintiff(s)'s recovery, if any, should be barred or reduced in accordance with the doctrine of comparative negligence.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE,
AMERICAN EAGLE OUTFITTERS ALLEGES, AS FOLLOWS:**

If plaintiff did sustain any injuries as alleged in the Complaint, which AMERICAN EAGLE OUTFITTERS specifically denies, said injuries were proximately caused in whole or in part, or were contributed to by reason of the acts, wrongs, omissions, negligence, want of care, culpable conduct and/or product(s) of some other

entity(ies), its (their) agent(s), servant(s) or employee(s), over whom AMERICAN EAGLE OUTFITTERS had no control and for whose conduct and/or product(s) AMERICAN EAGLE OUTFITTERS are/were not responsible or liable, and not because of any of AMERICAN EAGLE OUTFITTERS' acts, wrongs, omissions, carelessness, negligence, want of care, or culpable conduct.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE,
AMERICAN EAGLE OUTFITTERS ALLEGES, AS FOLLOWS:**

If plaintiff did sustain any injuries as alleged in the Verified Complaint, which AMERICAN EAGLE OUTFITTERS' specifically deny, said injuries were caused in whole or in part, or were contributed to by reason of factors over which AMERICAN EAGLE OUTFITTERS had no control and for which AMERICAN EAGLE OUTFITTERS are (were) not responsible or liable.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE,
AMERICAN EAGLE OUTFITTERS ALLEGES, AS FOLLOWS:**

Plaintiff's recovery should be barred or reduced by virtue of their failure to mitigate and/or avoid their alleged damages.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE,
AMERICAN EAGLE OUTFITTERS ALLEGES, AS FOLLOWS:**

If plaintiff did sustain any injuries as alleged in the Verified Complaint, which AMERICAN EAGLE OUTFITTERS specifically deny, said injuries were directly and proximately caused by independent, intervening and/or superseding causes which AMERICAN EAGLE OUTFITTERS could not have reasonably foreseen and for which AMERICAN EAGLE OUTFITTERS are (were) not responsible or liable.

**AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE,
AMERICAN EAGLE OUTFITTERS ALLEGES, AS FOLLOWS:**

At all times relevant herein, AMERICAN EAGLE OUTFITTERS exercised reasonable care, acted in accordance with or exceeded all applicable Municipal, City, State and Federal statutory, regulatory and common law requirements, regulations, codes and standards.

**AS AND FOR A NINTH AFFIRMATIVE DEFENSE,
AMERICAN EAGLE OUTFITTERS ALLEGES, AS FOLLOWS:**

This Court does not have personal jurisdiction over the AMERICAN EAGLE OUTFITTERS.

**AS AND FOR A TENTH AFFIRMATIVE DEFENSE,
AMERICAN EAGLE OUTFITTERS ALLEGES, AS FOLLOWS:**

If plaintiffs did sustain any injuries as alleged in the Verified Complaint, which the AMERICAN EAGLE OUTFITTERS specifically denies, AMERICAN EAGLE OUTFITTERS' liability for said injuries, if any, will constitute 50% or less of the total liability assigned to all persons or entities liable, and as such, the liability of AMERICAN EAGLE OUTFITTERS to the plaintiff(s) for non-economic loss shall be limited and shall not exceed AMERICAN EAGLE OUTFITTERS' equitable share as provided in Article 16 of the CPLR.

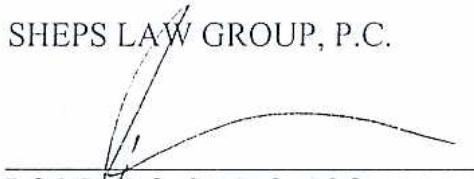
WHEREFORE, AE Outfitters demand judgment dismissing the Complaint and for all costs, disbursements, fees and expenses associated with the defense of the Complaint.

Dated: Melville, New York
February 29, 2008

Respectfully submitted:

SHEPS LAW GROUP, P.C.

By:


ROBERT C. SHEPS, ESQ.

Attorneys for Defendant(s)

AMERICAN EAGLE OUTFITTERS, INC.

35 Pinelawn Rd., Suite 106 East

Melville, New York 11747

(631) 249-5600 Tel.

(631) 249-5613 Fax

Our File: 6856

To:

Paul A. Tumbleson, Esq.
HOEY, KING, TOKER & EPSTEIN
Attorneys for Plaintiffs
55 Water Street, 29th Floor
New York, New York 10041-2899
(212) 612-4200

ATTORNEY'S VERIFICATION

ROBERT C. SHEPS, an attorney duly admitted to practice in the Courts of New York State, the Partner of the firm SHEPS LAW GROUP, P.C., attorneys for defendant in the within action, hereby affirms under the penalty of perjury:

That he has read the within Answer and knows the contents thereof, and that the same is true to his own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters he believes to be true.

That the sources of his information and knowledge are investigations, medical records, and other records in the file.

That the reason this verification is made by affirmant and not by the plaintiff is that the plaintiff does not reside within the County where the attorney has his office.

Dated: Melville, New York
March 3, 2008

Robert C. Sheps

STATE OF NEW YORK)
) ss:
COUNTY OF SUFFOLK)

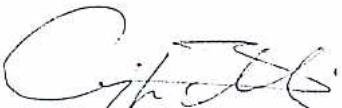
Nicole Jeanotte, being duly sworn, deposes and says:

That I am not a party to the within action, am over 18 years of age and reside in Selden, New York.

That on March 4th, 2008, deponent served the within defendant's **Verified Answer** and **Defendant's Notice of Removal** upon the attorneys and parties listed below by United States mail:

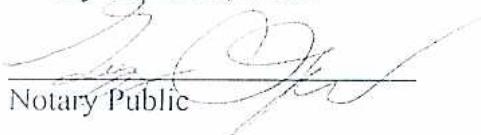
TO:

Paul A. Tumbleson, Esq.
HOEY, KING, TOKER & EPSTEIN
Attorneys for Plaintiffs
55 Water Street, 29th Floor
New York, New York 10041-2899



Craig J. Billeci

Sworn to before me this
4th day of March, 2008.



Notary Public

Gregg Opell
Notary Public State of New York
Qualified in Nassau County
Number: 020P6151592
Commission Expires August 21, 2010

Index No.: 116091

Year: 2007

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FEDERAL INSURANCE COMPANY a/s/o TAKE
TWO INTERACTIVE SOFTWARE, INC. and
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a/s/o RYAN BRANT and GWENN BRANT,

Plaintiffs,
-against-

AMERICAN EAGLE OUTFITTERS, INC.,

Defendant.

VERIFIED ANSWER

SHEPS LAW GROUP, P.C.
Attorneys for Petitioner
35 Pinelawn Road
Suite 106 East
MELVILLE, NEW YORK 11747
(631) 249-5600

To: ***

Attorney(s) for ***

Service of a copy of the within *** is hereby admitted.

Dated: ***

Attorney(s) for ***

PLEASE TAKE NOTICE

that the within is a (certified) true copy of a ***
entered in the office of the clerk of the within named Court on ***

NOTICE OF

ENTRY

that an Order of which the within is a true copy will be presented for settlement to
the Hon. ***

one of the judges of the within named Court, at ***, on ***, at *** .

NOTICE OF

SETTLEMENT